

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				<b>1. Requisition Number</b> SEE SCHEDULE		<b>Page</b> 1 <b>Of</b> 8	
<b>Offeror To Complete Block 12, 17, 23, 24, &amp; 30</b>							
<b>2. Contract No.</b> DAAE20-01-C-0078		<b>3. Award/Effective Date</b> 2001MAY16		<b>4. Order Number</b>		<b>5. Solicitation Number</b>	
<b>7. For Solicitation Information Call:</b>		<b>A. Name</b> CEAN HARTLEBEN		<b>B. Telephone Number (No Collect Calls)</b> (309) 782-3429		<b>6. Solicitation Issue Date</b>	
<b>9. Issued By</b> TACOM-ROCK ISLAND AMSTA-LC-CSC-C ROCK ISLAND IL 61299-7630  <b>e-mail:</b> HARTLEBENC@RIA.ARMY.MIL		<b>Code</b> W52H09		<b>10. This Acquisition Is</b> <input checked="" type="checkbox"/> <b>Unrestricted</b> <input type="checkbox"/> <b>Set Aside:</b> % For <input type="checkbox"/> <b>Small Business</b> <input type="checkbox"/> <b>Small Disadv Business</b> <input type="checkbox"/> <b>8(A)</b>  <b>SIC:</b> <b>Size Standard:</b>		<b>11. Delivery For FOB Destination Unless Block Is Marked</b>	
						<input checked="" type="checkbox"/> <b>See Schedule</b>	
						<input checked="" type="checkbox"/> <b>13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)</b>	
						<b>13b. Rating</b> DOA5	
						<b>14. Method Of Solicitation</b> <input type="checkbox"/> <b>RFQ</b> <input type="checkbox"/> <b>IFB</b> <input type="checkbox"/> <b>RFP</b>	
<b>15. Deliver To</b>		<b>Code</b> BPI002		<b>16. Administered By</b>		<b>Code</b> S0701A	
DANIEL F YOUNG INC 608A FOLCROFT STREET ATTN PI DEPARTMENT BALTIMORE MD 21224-2937  <b>Telephone No.</b>				DCMC HARTFORD 130 DARLIN STREET EAST HARTFORD CT 06108-3234			
<b>17. Contractor/Offeror</b>		<b>Code</b> 13629		<b>Facility</b>		<b>18a. Payment Will Be Made By</b>	
COLTS MANUFACTURING COMPANY INC PO BOX 1868 HARTFORD CT 06144-1868  <b>Telephone No.</b>						DFAS COLUMBUS CENTER DFAS-CO-JNC/MINUTEMAN PO BOX 182266 COLUMBUS OH 43218-2362	
<input type="checkbox"/> <b>17b. Check If Remittance Is Different And Put Such Address In Offer</b>				<b>18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked</b>			
				<input type="checkbox"/> <b>See Addendum</b>			
<b>19. Item No.</b>		<b>20. Schedule Of Supplies/Services</b>			<b>21. Quantity</b>	<b>22. Unit</b>	<b>23. Unit Price</b>
		SEE SCHEDULE					
		(Attach Additional Sheets As Necessary)					FMS REQUIREMENT
<b>25. Accounting And Appropriation Data</b>						<b>26. Total Award Amount (For Govt. Use Only)</b>	
ACRN: AA 9711 X8242PIO1X6V6V01UZR 00831E1PIS11116 W52H09						\$37,800.00	
<input type="checkbox"/> <b>27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.</b>						<input type="checkbox"/> <b>Are</b> <input type="checkbox"/> <b>Are Not Attached.</b>	
<input checked="" type="checkbox"/> <b>27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda</b>						<input checked="" type="checkbox"/> <b>Are</b> <input type="checkbox"/> <b>Are Not Attached.</b>	
<b>28. Contractor Is Required To Sign This Document And Return _____ Copies</b>					<b>29. Award Of Contract: Reference _____ Offer</b>		
<input type="checkbox"/> <b>To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.</b>					<input type="checkbox"/> <b>Dated _____.</b> Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:		
<b>30a. Signature Of Offeror/Contractor</b>					<b>31a. United States Of America (Signature Of Contracting Officer)</b>		
<b>30b. Name And Title Of Signer (Type Or Print)</b>		<b>30c. Date Signed</b>		<b>31b. Name Of Contracting Officer (Type Or Print)</b>		<b>31c. Date Signed</b>	
				ELVIA JAGGERS /SIGNED/ JAGGERSE@RIA.ARMY.MIL (309) 782-3271			
<b>32a. Quantity In Column 21 Has Been</b>				<b>33. Ship Number</b>		<b>34. Voucher Number</b>	
<input type="checkbox"/> <b>Received</b> <input type="checkbox"/> <b>Inspected</b> <input type="checkbox"/> <b>Accepted And Conforms To The Contract Except As Noted</b>				<input type="checkbox"/> <b>Partial</b> <input type="checkbox"/> <b>Final</b>			
<b>32b. Signature Of Authorized Government Representative</b>				<b>32c. Date</b>		<b>35. Amount Verified Correct For</b>	
<b>32b. Signature Of Authorized Government Representative</b>				<b>32c. Date</b>		<b>37. Check Number</b>	
<b>41a. I Certify This Account Is Correct And Proper For Payment</b>				<b>42a. Received By (Print)</b>			
<b>41b. Signature And Title Of Certifying Officer</b>				<b>41c. Date</b>		<b>42b. Received At (Location)</b>	
				<b>42c. Date Recd (YYMMDD)</b>		<b>42d. Total Containers</b>	

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Name of Offeror or Contractor: COLTS MANUFACTURING COMPANY INC			

SUPPLEMENTAL INFORMATION

ITEM: COLT r0801 (M203) GRENADE LAUNCHER (COMMERCIAL MODEL)

COLT'S MANUFACTURING COMPANY INC. REMITTANCE ADDRESS IS:

BANK OF BOSTON/CMCI  
PO BOX 340014  
BOSTON, MASSACHUSETTS 02241-34014

CERTIFICATIONS/REPRESENTATIONS WERE UTILIZED FROM THE PREVIOUS PROCUREMENT FOR THIS M203 COMMERCIAL GRENADE LAUNCHER (DAAE20-00-C-0003)

\*\*\* END OF NARRATIVE A 001 \*\*\*

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Name of Offeror or Contractor: COLTS MANUFACTURING COMPANY INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS  <u>Supplies or Services and Prices/Costs</u>				
0001AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE</u>	42	EA	\$ 900.00000	\$ 37,800.00
	NSN: 1005-01-000-0000 NOUN: COMMERCIAL M203 GREN LCHR SECURITY CLASS: Unclassified PRON: J51A1B53M1 PRON AMD: 01 ACRN: AA AMS CD: UZR008 CUSTOMER ORDER NO: PIBUZR FMS CASE IDENTIFIER: PI UZR  <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: 0 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 BPIT8N10609001 BZ2UZR L BPIT00 1 PROJ CD BRK BLK PT BPI002 DEL REL CD QUANTITY DEL DATE 001 42 30-NOV-2001  FOB POINT: Origin  SHIP TO: <u>Contact DCMA for shipping instructions</u>  MARK FOR: JUSMAG PHILIPPINES ATTN JPGF APO AP 96440				

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**MOD/AMD**

**Name of Offeror or Contractor:** COLTS MANUFACTURING COMPANY INC

## CONTRACT ADMINISTRATION DATA

								JOB		
LINE	PRON/	OBLG						ORDER	ACCOUNTING	OBLIGATED
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>				<u>NUMBER</u>	<u>STATION</u>	<u>AMOUNT</u>
0001AA	J51A1B53M1	AA	2	9711	X8242PI01X6V01UZR	00831E1PIS11116		19BB53	W52H09	\$ 37,800.00
UZR008										
									TOTAL	\$ 37,800.00

SERVICE				ACCOUNTING	OBLIGATED
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>		<u>STATION</u>	<u>AMOUNT</u>
Army	AA	9711 X8242PI01X6V6V01UZR 00831E1PIS11116		W52H09	\$ 37,800.00
				TOTAL	\$ 37,800.00

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**Name of Offeror or Contractor:** COLTS MANUFACTURING COMPANY INC

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	MAR/2001
2	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	FEB/2001

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- ☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).
- ☐ (4)(i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ☐ (ii.) Alternate I to 52.219-5.
- ☐ (iii.) Alternate II to 52.219-5.
- ☒ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));
- ☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- ☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ☐ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I of 52.219-23
- ☐ (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).
- ☐ (10) 52,219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).
- ☐ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).
- ☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☒ (14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- ☒ (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).
- ☐ (16) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (E.O. 13126).
- ☐ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii).

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\_\_\_\_\_ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_\_\_ (18) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d).

\_\_\_\_\_ (19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).

\_\_\_\_\_ (ii) Alternate I of 52.225-3.

\_\_\_\_\_ (iii) Alternate II of 52.225-3.

\_\_\_\_\_ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)

\_\_\_\_\_ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).

\_\_\_\_\_ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

\_\_\_\_\_ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

\_\_\_\_\_ (24) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).

\_\_\_\_\_ (25) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).

\_\_\_\_\_ (26) 52.232-36, Payment by Third Party (31 U.S.C.3332).

\_\_\_\_\_ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

\_\_\_\_\_ (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

\_\_\_\_\_ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

\_\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (see DoD class deviation number 2000-o0006).

\_\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

\_\_\_\_\_ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

(IF6260)

3	252.212-7001 DFARS	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	DEC/2000
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(a) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).

☐ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).

☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).

☒ 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).

☐ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

☒ 252.225-7012 Preference for Certain Domestic Commodities.

☐ 252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note).

☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

☐ 252.225-7016 Restriction on Acquisition of Ball and roller Bearings  
(☐ Alternate I) (Section 8064 of Pub. L. 106-259).

☐ 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)

☒ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

☐ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program  
(☐ Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☐ 252.227-7015 Technical Data - Commercial Items (10 U.S.C. 2320).

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- \_\_\_\_\_252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- \_\_\_\_\_252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410)
- \_\_\_\_\_252.247-7023 Transportation of Supplies by Sea (\_\_\_\_Alternate I)  
(\_\_\_\_Alternate II)(10 U.S.C. 2631).
- \_\_\_\_\_252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014, Preference for Domestic Speciality Metals, Alternate I (10 U.S.C. 2241 note).
- 252.247-7023, Transportation of Supplies by Sea (10 U.S.C.2631).
- 252.247-7024, Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

(IA6720)